

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MASSACHUSETTS

2013 FEB 28 P 1:19

U.S. DISTRICT COURT  
DISTRICT OF MASS.

Shaun J McHugh	)	
	)	
Plaintiff.	)	
	)	
-v-	)	Civil Action
	)	
LTD FINANCIAL SERVICES, LP	)	No. _____
LTD FINANCIAL SERVICES	)	
	)	
Defendants	)	
	)	

**COMPLAINT**

1. Plaintiff, Shaun J. McHugh, hereby sues Defendants, LTD FINANCIAL SERVICES, LP (“LTD Financial Services, LP”) and LTD FINANCIAL SERVICES (“LTD Financial Services”) a Texas Corporation.

**JURISDICTION AND VENUE**

2. The jurisdiction of this Court is conferred by 15 U.S.C. §1681p. This court has supplemental jurisdiction of the state law claims asserted herein under 28 U.S.C. § 1337a and pendent jurisdiction over the state common law claims asserted herein. Venue is properly laid pursuant to 28 U.S.C. §1339(b).

**PARTIES**

3. Plaintiff, Shaun McHugh, is a natural person and is a resident of the State of Massachusetts, county of Suffolk..

4. Plaintiff is a "consumer" within the meaning of the FCRA 15 U.S.C. §1681a(c)

5. Defendant, LTD FINANCIAL SERVICES ("LTD Financial Services"), is an unknown entity, not authorized to do business in Massachusetts.

6. Defendant, LTD FINANCIAL SERVICES, LP ("LTD Financial Services, LP") is a Texas Corporation authorized to do business in Massachusetts.

7. Defendant, LTD Financial Services, LP. is a "debt collector" within the meaning of the FDCPA 15 USC § 1692a(6).

8. Defendant, LTD Financial Services, LP is a "furnisher of information" within the meaning of the FCRA [15 U.S.C. § 1681s-2 et seq]

9. All conditions precedent to the bringing of this action have been performed, waived or excused.

**PRELIMINARY STATEMENT**

10. This is an action for damages brought for damages for violations of the Fair Credit Reporting Act (FCRA) 15 U.S.C. § 1681 et. Seq. Massachusetts Fair Credit Reporting Act ("M.G.L. C 93§ 50-68").

**FACTUAL ALLEGATIONS**

11. In July of 2012 I received a letter from LTD Financial Services, LP claiming I owed them \$1,355.17 for a debt. Prior to receiving aforementioned letter I never heard of LTD Financial Services, LP.

13. On May 25, 2012 LTD Financial Services obtained my personal credit report from Trans Union without permissible purpose.

14. On July 11, 2012 LTD Financial Services obtained my personal credit report from Experian without permissible purpose.

**COUNT I**

**VIOLATION OF FAIR CREDIT REPORTING ACT (FCRA), 15 U.S.C. §1681  
WILLFUL NON-COMPLIANCE BY DEFENDANTS LTD FINANCIAL SERVICES**

16. Plaintiff is a consumer within the meaning of the FCRA, 15 U.S.C. §1681a(c).

17. Defendants LTD Financial Services, LP. and LTD Financial Services are furnishers of information within the meaning of the FCRA, 15 U.S.C. §1681s-2.

18. Defendants LTD Financial Services willfully violated the FCRA 15 U.S.C. §1681b(f) twice by obtaining plaintiff's consumer report from Trans Union on May 25, 2012 and from Experian on July 11, 2012 without permissible purpose as defined by 15 U.S.C. § 1681b.

WHEREFORE, Plaintiff demands judgment for damages in the amount of \$2,000 (\$1000 per violation) against LTD Financial Services, LP. and LTD Financial Services for actual or statutory damages and attorney's fees and costs, pursuant to 15 U.S.C. §1681n.

**COUNT II**

**VIOLATION OF FAIR CREDIT REPORTING ACT (FCRA), 15 U.S.C. §1681  
NEGLIGENT NON-COMPLIANCE BY DEFENDANT LTD FINANCIAL SERVICES**

19. Plaintiff is a consumer within the meaning of the FCRA, 15 U.S.C. §1681a(c).

20. Defendants LTD Financial Services, LP and LTD Financial Services are furnishers of information within the meaning of the FCRA, 15 U.S.C. §1681s-2.

21. Defendants LTD Financial Services, LP and LTD Financial Services negligently violated the FCRA 15 U.S.C. §1681b(f) twice by obtaining plaintiff's consumer report on Trans Union on May 25, 2012 and from Experian on July 11, 2012 without a permissible purpose as defined by 15 U.S.C. §1681b.

**WHEREFORE**, Plaintiff demands judgment for damages against Defendants LTD Financial Services, LP. and LTD Financial Services for the amount of \$2,000 (\$1,000 per violation) for actual or statutory damages and attorney's fees and costs, pursuant to 15 U.S.C. §1681o.

26. Plaintiff sent a notice to LTD Financial Services, LP in an attempt to reach a settlement before taking any civil actions against the defendant. The defendant declined the offer, therefore Plaintiff seeks damages in this honorable court.

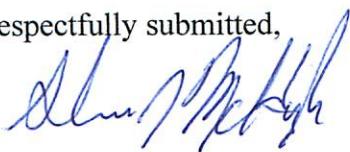
**WHEREFORE**, Plaintiff demands judgment for damages against Defendants LTD Financial Services, LP. and LTD Financial Services for **\$4,000** for actual or statutory damages, as well as attorney's fees and costs, pursuant to 15 U.S.C. §1681n.(a)(3), 15 U.S.C. §1681o (a) and 15 U.S.C. §1692k.

**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a trial by jury of all issues so triable as a matter of law.

Dated: February 28, 2013

Respectfully submitted,



Shaun J. McHugh Pro Se  
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